



# Chas. Svec, Inc.

STANDARD AND ARCHITECTURALLY DESIGNED CONCRETE PRODUCTS

5470 Dunham Road • Maple Heights, Ohio 44137

Plant and Order Department: (216) 662-5200 • FAX: (216) 662-5666

Branch Plant: 1135 Worder Road • Wickliffe, Ohio • (440) 944-2898



## PURCHASE AGREEMENT FOR ARCHITECTURALLY DESIGNED CONCRETE UNITS

Purchaser: \_\_\_\_\_

Project Name: \_\_\_\_\_

Mason: \_\_\_\_\_

Architect: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Project Address: \_\_\_\_\_ P.O. Number: \_\_\_\_\_

Map Location / Directions: \_\_\_\_\_

Line	Quantity	Size	Nomenclature	Color Gender	Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

### Special Instructions:

### ABOVE PRICES DO NOT INCLUDE SALES TAX, IF APPLICABLE

*This order is subject to the terms and conditions as stated on the reverse side of this page.*

QTY. MORTAR ADMIX: \_\_\_\_\_

#### SPECIAL ORDER PRODUCTS BILLING POLICY

- The materials listed above represent a special order and, therefore, will be charged to your account. No credit will be issued for any portion of the above order that may be in excess of your requirements.
  - This order may not be CANCELLED in whole or in part. If additional quantities are required, a new order must be written.
  - Automatic invoicing of all remaining unshipped material will occur 30 days past the date of last shipment. (Please notify your Chas. Svec representative immediately after receiving the automatic invoice should the job not be finished, or an error in billing is evident).
  - When a job is completed and some ordered product remains unshipped, and has been invoiced automatically, normal terms shall apply on automatic invoiced material remaining unshipped. Such material remaining in Chas. Svec's yard 90 days from invoicing, will become the sole property of Chas. Svec, Inc. unless:
    1. The customer has taken delivery during this time.
    2. Chas. Svec has been able to sell, with the customers consent, some of the unshipped ordered product to another job in which case credit for the amount realized from the resale will be made.
- \* All pallets shipped will be invoiced and credited only if returned in good condition. Pay pallets with invoice.

PLEASE READ REVERSE SIDE BEFORE ACKNOWLEDGING.

Order Accepted By: \_\_\_\_\_  
Chas Svec, Inc.

Read and Approved By: \_\_\_\_\_  
Contractor

Accepted By: \_\_\_\_\_  
Purchaser

Company: \_\_\_\_\_

Date: \_\_\_\_\_

(Please Turn Over)

WHITE — DEALER

YELLOW — CONTRACTOR

## **STANDARD CONDITIONS, ACCEPTANCE, AND LIMITED WARRANTY**

- 1.** This purchase agreement is the sole, complete and exclusive statement of the Seller and Purchaser. Purchaser acknowledges no other written or oral agreements or representations have been made by the Seller. No modifications or additions to this order shall be binding upon the Seller, unless expressly agreed to in writing by the Seller.
- 2.** Seller's acceptance of this purchase agreement is expressly limited to, and conditioned upon Purchaser's acceptance of the general condition, and limited warranty and manufacturer's recommendations herein. Seller specifically rejects any terms or conditions stated by Purchaser or contained in purchaser's documents or correspondence, which conflict with or limit the terms and conditions herein.
- 3.** Seller warrants that its block meet applicable ASTM standards. If the block does not meet ASTM standards, Seller will replace the defective block. **SELLER'S AGREEMENT TO REPLACE DEFECTIVE BLOCK IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY.**
- 4.** The Purchaser has the right to inspect materials at shipping point. Failure to inspect and reject non-conforming material constitutes acceptance. The Purchaser must inform the Seller in writing within 48 hours of the rejection of any shipment. Failure to reject as provided for in this condition releases Seller of any liability whatsoever. Claims for errors or shortage must be made immediately upon receipt of material. To be considered, any claim for defective product must be made within 48 hours of receipt of product on job site and **BEFORE THE INSTALLATION OF ALLEGED DEFECTIVE MATERIAL INTO THE STRUCTURE.**
- 5.** **IN THE EVENT THAT COVERED WARRANTY ITEMS ARE NOT REPLACED OR THE DEFECT REMEDIED BY SELLER, SELLER'S LIABILITY SHALL BE LIMITED TO THE COST OF THE BLOCK. SELLER SHALL IN NO EVENT BE LIABLE FOR PURCHASER'S LOST PROFITS, GOODWILL, OR OTHER CONSEQUENTIAL DAMAGES.**
- 6.** Any action by purchaser or contractor for breach of this contract must be commenced within one year from the date of last delivery of block.
- 7.** It is the Seller's intent in providing quality units within the delivery dates. Seller shall not be liable for failure to meet delivery dates, or delays in delivery that are occasioned by causes beyond Seller's control to include without limitation, strikes, lockouts, fires, embargoes, war, riots, insurrections, acts of God, machinery breakdowns, delays of carriers or suppliers, and government acts and regulation.
- 8.** **ARCHITECTURALLY DESIGNED CONCRETE PRODUCTS ARE MANUFACTURED BY CAREFULLY CONTROLLED FORMULAS AND PROCEDURES. NATURAL AND MANUFACTURED AGGREGATES, CEMENTS, AND PIGMENTS VARY IN COLOR AND PARTICLE SHAPE. NO GUARANTEE OF SPLIT DEPTH OR COLOR UNIFORMITY IS MADE OR IMPLIED IN MANUFACTURER'S RECOMMENDATIONS.**
- 9.** It is the Sole Responsibility of the Purchaser in ordering the correct color. Variations in the color of concrete masonry units does and will occur. The Seller is **NOT** responsible for variations in color or variations between samples used to select color and the finished product.
- 10.** Seller recommends that architectural units be taken from four or more cubes at a time to take advantage of the subtle tone variations in the manufacturing process.
- 11.** Proper cleaning of finished walls is a necessity, and is **HIGHLY RECOMMENDED** to attain a greater degree of color uniformity. We do not recommend muriatic acid as a cleaning agent. The recommended procedure for cleaning is to scrub with clear water shortly after mortar is set. A detergent may be added with proper care. If acid is deemed necessary, we recommend no more than a 3% solution in water. A product such as Concrete Masonry Cleaner, or approved equal, as manufactured by Pro So. Co., is recommended for cleaning our units. **USE LOW PRESSURE SPRAYING.**
- 12.** Chas. Svec, Inc.'s architecturally designed concrete products are made with an integral water repellent system, Svec-Gard, which aids in low water absorption, **HOWEVER, NO GUARANTEE OF WATER IMPERMEABILITY IS MADE.** Buyer can apply a waterproofing agent if desired. Full head and bed joints are essential in the deterrence of water penetration.
- 13.** Acceptance of this contract is subject to our standard billing and payment terms. **BILLING AND PAYMENT TERMS:** two percent (2%) discount the 15<sup>th</sup> of the month following the purchase and net the 25<sup>th</sup> of the month. There will be a delinquency charge on the past due balance of 1-1/2% per month.